

1 BILL NO. S-87-03-07

2 SPECIAL ORDINANCE NO. S-52-87

3 AN ORDINANCE approving the Contract
4 for Res. 443-87, Southwood Park
5 Area Drainage Improvement, between
6 Land Excavating, Inc., and the
City of Fort Wayne, Indiana, in
connection with the Board of Public
Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

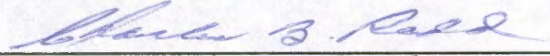
9 SECTION 1. That the Contract for Res. 443-87, Southwood
10 Park Area Drainage Improvement, by and between Land Excavating,
11 Inc., and the City of Fort Wayne, Indiana, in connection with
12 the Board of Public Works and Safety, for:

13 the following: Line "A" - Beginning
14 at a proposed manhole structure
15 located 185+ LF North of and 18+
16 LF West of the centerline inter-
17 section of Old Mill Road and Westover
18 Rd.; thence Northerly along and
19 parallel with the W. right of way
20 line of Old Mill Road a distance
21 of 120+ LF to a proposed manhole;
22 thence Westerly a distance of 10+
23 LF to a proposed inlet structure.
24 Line "B" - Beginning at a proposed
manhole structure located 190+
LF North of and 12+ LF East of
the centerline intersection of
Old Mill Road and Westover Rd.;
thence Northerly along and parallel
with the E. right-of-way line
of Old Mill Road a distance of
115+ LF to a proposed inlet structure.
Said sewers shall be 12" and 15"
in diameter;

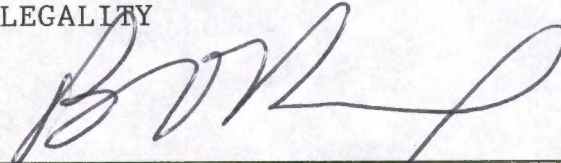
25 the Contract price is Twenty-Five Thousand Three Hundred Thirty-
26 Two and No/100 Dollars (\$25,332.00), all as more particularly
27 set forth in said Contract, which is on file in the Office of
28 the Board of Public Works and Safety and, is by reference incorporated
29 herein, made a part hereof, and is hereby in all things ratified,
30 confirmed and approved. Two (2) copies of said Contract are
31 on file with the Office of the City Clerk and made available
32 for public inspection, according to law.

Page Two

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Planning (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.

DATE: 3-10-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BRADBURY	<u>✓</u>				
BURNS	<u>✓</u>				
EISBART	<u>✓</u>				
GIAQUINTA	<u>✓</u>				
HENRY	<u>✓</u>				
REDD	<u>✓</u>				
SCHMIDT	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 3-24-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 1-52-87 on the 24th day of March, 1987,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of March, 1987, at the hour of 11:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 26th day of March, 1987, at the hour of 3:00 o'clock P. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

TITLE OF ORDINANCE Contract for Res. 443-87, Southwood Park Area Drainage Improvement

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety J-87-03-07

SYNOPSIS OF ORDINANCE The Contract for Res. 443-87, Southwood Park Area

Drainage Improvement is for the following: Line "A" - Beginning at a proposed manhole structure located 185+ LF North of and 18+ LF West of the centerline intersection of Old Mill Road & Westover Rd.; thence Northerly along & parallel with the W. right of way line of Old Mill Road a distance of 120+ LF to a proposed manhole; thence Westerly a distance of 10+ LF to a proposed inlet structure.

Line "B" - Beginning at a proposed manhole structure located 190+ LF North of and 12+ LF East of the centerline intersection of Old Mill Road & Westover Rd; thence Northerly along and parallel with the E. right of way line of Old Mill Road a distance of 115+ LF to a proposed inlet structure. Said sewers shall be 12" and 15" in diameter. Land, Inc. is the contractor.

EFFECT OF PASSAGE Improved drainage in Southwood Park area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$25,332.00

ASSIGNED TO COMMITTEE

BID TAB

DATE: 20 February 1987

BIDDER:

BIDDER:

BIDDER:

BIDDER:

BIDDER:

PROJ: SOUTHWOOD PARK AREA DRAINAGE IMPROVEMENT

RES. NO: 443-1987

LAND, INC.

TOMCO CONSTRUCTION

BERCOT, INC.

JOHN DENNER, INC.

T-G EXCAVATING

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	15" RCP Class III	120	LF	35.00	4200.00	28.00	3360.00	34.50	4140.00	23.75	2850.00	29.27	3512.40	64.07	7688.40		
2	12" RCP Class IV	145	LF	30.00	4350.00	26.00	3770.00	32.00	4640.00	20.40	2958.00	27.36	3967.20	62.50	9062.50		
3	Std. 48" Manhole Type I-A	1	EA	1400.00	1400.00	1225.00	1225.00	1300.00	1300.00	1600.00	1600.00	1240.50	1240.50	1080.00	1080.00		
4	Std. 48" Manhole Type I-C	3	EA	1300.00	3900.00	1325.00	3975.00	1000.00	3000.00	1000.00	3000.00	1263.00	3789.00	848.00	2544.00		
5	Std. 48" Manhole Type I-C	2	EA	1800.00	3600.00	2225.00	4450.00	1450.00	2900.00	2350.00	4700.00	2509.50	5019.00	840.00	1680.00		
6	Std. 33" Inlet Type II-C	1	EA	750.00	750.00	505.00	505.00	1550.00	1550.00	750.00	750.00	1032.00	1032.00	525.00	525.00		
7	#56r#73 Special Backfill (Stone)	130	CY	14.00	1820.00	5.00	650.00	18.00	2340.00	12.00	1560.00	17.28	2246.40	17.20	2236.00		
8	12" Asphalt Street Replacement (11" #9 Binder, 1" A-2 Surface)	20	SY	50.00	1000.00	30.00	600.00	35.00	700.00	80.00	1600.00	41.40	828.00	70.00	1400.00		
9	Driveway Replacement (Asphalt)	100	SY	20.00	2000.00	1.75	175.00	33.00	3300.00	25.00	2500.00	11.50	1150.00	17.20	1720.00		
10	Concrete Curb Replacement	220	LF	15.00	3300.00	10.00	2200.00	15.00	3300.00	17.25	3795.00	15.18	3339.60	10.50	2310.00		
11	4" - 12" Field Tile Replacement	35	LF	10.00	350.00	10.00	350.00	15.00	525.00	10.00	350.00	15.00	525.00	9.25	323.75		
12	Abandoning of Existing Structures	8	EA	300.00	2400.00	469.00	3752.00	60.00	480.00	485.00	3880.00	637.50	5100.00	215.00	1720.00		
13	Restoration, Seeding, 2" Mulch, Fertilizer, Top Soil	800	SY	1.00	800.00	0.40	320.00	0.30	240.00	1.25	1000.00	1.15	920.00	2.10	1680.00		
TOTAL:					\$29,870.00		\$25,332.00		\$28,415.00		\$30,543.00		\$32,669.10		\$33,969.65		

% over

0.00% over

0.00% over

2.20% over

8.57% over

12.07%

% under

15.19% under

4.87% under

0.00% under

0.00% under

0.00%

INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)

PROJECT: SOUTHWOOD PARK AREA DRAINAGE IMPROVEMENT

Contract No. 443-1987

CONTENTS

Resolution No. 443-1987

Check if Contained	Pages	
	1	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/9	Instructions to Bidders
X	S/1 - S/2	Schedule
X	SI/1	Schedule of Items (2 sheets)
		Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial Statement Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1- 2	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1-WS/3	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/3	Special Project Specifications

ATTACHMENTS

		Project Plans Drawing # <u>SY-11181</u> SHEETS 1-2			
		General Specifications and Conditions			
		Detail Standard Construction Standards			
		WPCE Department, City of Fort Wayne			
X	EA/1-EA/4	Escrow Agreement			
X	RW/1-RW/2	Right-of-Way Cut Permit			
X	NP/1	Notice to Proceed			
X	CO/1-CO-2	Change Order - Specimen Form			
X	AP/1	Apartheid Policy			
DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	OTHER _____ %	

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date

BID SUBMITTED

Land Excavating, Inc.

Contractor

By: Jack Braun

Its Jack Braun, President

Offer

Date February 18, 1987

Bidder agrees to keep bid open for acceptance for _____ **(90 days unless otherwise specified)**

Compliance J. Adams

O.C.2/85

B.O.W. Non-Fed. *Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF PORT WAYNE

Board of Public Works & Safety

[Signature]

CITY OF PORT WAYNE

Win Moses, Jr., Mayor

AWARD

Date 2/25/86

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Copeland & Sons Trucking	721 Leesburg Rd.	Ft. Wayne, IN
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Soils Engineering & Excavating, Inc.		
2.	P.O. Box 161; LaOtto, IN	46763
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Land Excavating, Inc.

Contractor _____

By Jack Braun

By _____

Its Jack Braun, President

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:
To date Land, Inc. has met their goal, and will continue to strive to do so.

(attach additional sheets if necessary)

Contractor Land Excavating, Inc.

By Jack Braun

Its

Jack Braun, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works & Safety

The contractors agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

Southwood Park Area Drainage Improvement - Resolution 443-1987

All work will be performed in accordance with: Resolution No. 443-1987, instructions to bidders, bond forms, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF \$25,332.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues written notice to proceed. All work shall be completed within 60 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$_____ price per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts, or industrial disturbances, acts of public enemies, restraining orders of any kind by the governments, agencies or officials or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods and explosions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

O.C. 2/85
B.O.W. Non-Fed.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____, 1987.

Firm Name: _____

By: _____

IN WITNESS WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 18 day of February 1987.

Name of Corporation: Land Excavating, Inc. _____

By: Jack Bran _____

ATTEST:

Steve [Signature] _____

PROJECT NAME: "Southwood Park Area Drainage Improvement"

SF-1

[illegible]

SUMMATION OF AA/EEO Statement

Total Construction Cost

I will be (circle one)

825,332	-
---------	---

1. Participating Member of CFW Area Plan

2. Union Contractor

Federal Register

4. Percentage Participation Goal Statement

7

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and any

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Jack Braun
Land Excavating, Inc.

Jack Braun, President

Subscribed and sworn to before me by Jack Braun
this 18 day of February, 198 7.

My Commission Expires:

April 28, 1990

Coy Braun
Notary Public
Resident of Noble County

Subscribed and sworn to before me by
this ___ day of _____, 198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed and sworn to before me by
this ___ day of _____, 198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Jack Braun, the President
Position of Land Excavating, Inc.
Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of Mar 1986, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 2-18-87

Jack Braun
Signature
Jack Braun, President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 18 day of February, 1987.

Jay Braun
Notary Public
Resident of Noble County

My Commission Expires:

April 28, 1990

CERTIFICATION OF SUPPLIER/VENDOR

The undersigned, on behalf of _____ Land Leasing, Inc.
_____ does hereby make the following representations
to the City of Fort Wayne, Indiana:
I HEREBY, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;
further, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City for goods and
services, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.
The undersigned states on behalf of _____
Land Leasing, Inc., that _____
does not support or endorse the policy of apartheid in South Africa.
IN WITNESS WHEREOF, this certification has been signed
this _____ day of _____, 19____.

(Name and Title of Supplier/Vendor)

(Name and Title of Person Signing)

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we LAND EXCAVATING, INC.

P.O. Box 192

LaOtto, IN 46763

as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto

Board of Public Works & Safety
City of Fort Wayne
City-County Building
Fort Wayne, IN

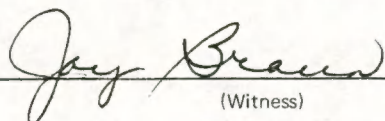
as Obligee, hereinafter called the Obligee, in the sum of 5% of the amount of the attached

bid----- Dollars (\$ -----),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Southwood Park Drainage Improvements Resolution 443-1987

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

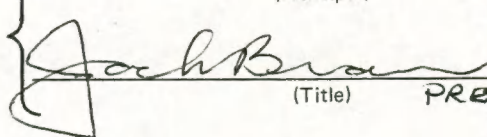
Signed and sealed this 18th day of February A.D. 19 87


(Witness)

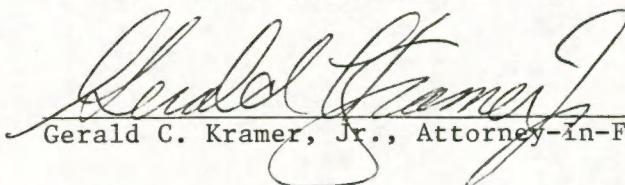
LAND EXCAVATING, INC.

(Principal)

(Seal)


(Title) PRESIDENT

RELIANCE INSURANCE COMPANY


Gerald C. Kramer, Jr., Attorney-in-Fact

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.

P.O. Box 192

La Otto, IN 46763

as Principal, hereinafter called Contractor, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

Board of Public Works & Safety

City of Fort Wayne, City-County Building

Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, in the amount of Twenty Five Thousand Three Hundred Thirty Two and

NO/100 ----- Dollars (\$ --- 25,332.00 -----), for the payment whereof Contractor

and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated March 2, 1987, entered into a contract with Owner for

Southwood Park Drainage Improvements Resolution 443-1987

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or
2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 27th

day of February

19 87

Land Excavating, Inc.

(Seal)

By: X (Principal)

(Title)

RELIANCE INSURANCE COMPANY

By: X

Fred L. Tagtmeyer,

(Title)

Attorney-in-Fact

X

(Witness)

X

(Witness)

BILL NO. S-87-03-07

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~XXXXXXXXXX~~) (RESOLUTION) approving the Contract

for Res. 443-87, Southwood Park Area Drainage Improvment, between

Land Excavating, Inc., and the City of Fort Wayne, Indiana, in

connection with the Board of Public Works and Safety.

HAVE HAD SAID (ORDINANCE) (~~XXXXXXXXXX~~) (RESOLUTION) UNDER CONSIDERATION AND BEG

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~XXXXXXXXXX~~) (RESOLUTION)

YES

NO

Charles B. Redd
CHARLES B. REDD
CHAIRMAN

Paul M. Burns
PAUL M. BURNS
VICE CHAIRMAN

Thomas C. Henry
THOMAS C. HENRY

Ben A. Eisbart
BEN A. EISBART

Samuel J. Talarico
SAMUEL J. TALARICO

CONCURRED IN 3-24-89

SANDRA E. KENNEDY
CITY CLERK